

CONTRACT FOR PURCHASE OF SOLID WASTE CARTS

This contract is made and entered into as of the 1 day of July, 2012, by the City of Monroe ("City") and Otto Environmental Systems (NC), LLC ("Vendor"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. Contract to purchase sold waste and recycling roll-out carts per specifications and terms and conditions set out in the formal bid submitted by Vendor.

Sec. 2. Services and Scope to be Performed. The Vendor shall manufacture and deliver the initial purchase of 10,000 solid waste roll-out carts and 10,000 recycling roll-out carts per the specifications, terms and conditions set out in the request for bids and the bid submitted by the Vendor attached hereto as an exhibit the terms of which are incorporated by reference as if fully set out herein. Vendor agrees to subsequently manufacture and deliver roll-out carts during the term of this contract pursuant to the specifications, terms, price and conditions set out in the request for bids and the bid submitted to the City by Vendor attached hereto as an exhibit the terms of which are incorporated by reference as if fully set out herein.

Sec. 3 Term. The term of this contract shall be for a period of three years from date of this agreement subject to renewal upon consent of both parties for two additional one year terms at the expiration of the initial three year term.

Sec. 4 Compensation. City shall pay the Vendor for carts purchased based upon the request for bids and bid submitted by Vendor which are attached hereto as an exhibit the terms of which are incorporated by reference as if fully set out herein.

Sec. 5. Vendor's Billings to City. City shall pay Vendor for carts purchased upon delivery of carts and submission of invoice to the City. All invoices for purchase will be paid within thirty days of receipt.

Sec. 6. Insurance. Vendor shall maintain insurance policies at all times as specified and required in the request for bids and bid submittal of the Vendor. Vendor shall provide the City with a **Certificate of Insurance** for review prior to entering into this Contract. All Certificates of Insurance will require thirty (30) days written notice by the insurer or Vendor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Vendor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Vendor to provide such notice, Vendor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Vendor annually including each subsequent renewal period of the contract.

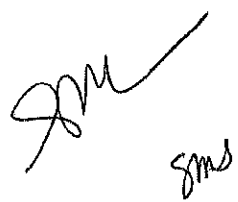
The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the Vendor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Sec 7. Privilege License. Vendor must have a current **Privilege License** issued by the City of Monroe.

Sec. 8. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Request for Bids Formal Bid No. Initial Purchase of Minimum of 95 Gallon Roll Carts for Solid Waste and Recycling For the City of Monroe Planning Department including attachments and addenda

Attachment B: RFB for Initial Purchase of Minimum of 95 Gallon Roll Carts submitted by Vendor including all attachments, addenda and price sheets.

Handwritten signature and initials in the bottom right corner of the page.

In case of conflict between an attachment and the text of this contract, the text of attachment shall control.

Sec. 9. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Monroe
300 West Crowell Street
Monroe, NC 28112
Fax Number: (704) 283-9098

To the Vendor:

Otto Environmental Systems (NC), LLC
12700 General Drive
Charlotte, NC 28273
Fax Number: (704) 588-6899

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. To the maximum extent allowed by law, the Vendor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Vendor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Vendor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection - "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 11. Miscellaneous.

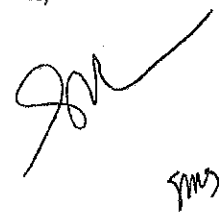
(a) Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Vendor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Vendor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Vendor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Vendor the right to assign, it is agreed that the duties of the Vendor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

A large handwritten signature, possibly 'Jm', is written in the bottom right corner of the page. Below it, there are smaller handwritten initials, possibly 'JMS'.

(f) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS VENDORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(g) No Third Party Right Created. This contract is intended for the benefit of the City and the Vendor and not any other person.

(h) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(i) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City of Monroe and the Vendor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF MONROE:

VENDOR:

By: [Signature]
() Department Head, (X) City Manager
() Other _____

By: [Signature]
(X) President, () CEO, () Partner, () Owner,
() Other
Stephen M. Stradtman

ATTEST BY:

ATTEST BY:



[Signature] J. Robinson

Secretary

SEAL

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Finance Officer
Piana Thomas, CFO

6/21/12
Date

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

Signature

[Signature] 62612

[Signature]
SML

ORIGINAL

**- RFB FOR INITIAL PURCHASE OF MINIMUM OF 95 GALLON ROLL
CARTS FOR SOLID WASTE AND RECYCLING -**

BID OPENS: MAY 4, 2012 AT 10:00 A.M.



◆ Prepared for:

CITY OF MONROE, NC
Karen Penegar, Purchasing Manager
704.282.4634

◆ Prepared by:

Otto Environmental Systems (NC), LLC
Franklin Shelton, Area Manager
800.795.6886
fshelton@otto-usa.com
<http://otto-usa.com>



Otto Environmental Systems (NC), LLC

12700 General Drive
Charlotte, North Carolina 28273
Telephone (704) 588-9191, (800) 227-5885
Facsimile (704) 588-5250
www.otto-usa.com

May 3, 2012

Karen Penegar
Purchasing Manager
City of Monroe
Purchasing Division
300 W. Crowell Street
Monroe, NC 28112

Re: RFB for Initial Purchase of Minimum of 95 Gallon Roll Carts
Bid Opens: May 4, 2012 at 10:00 a.m.

Dear Ms. Penegar:

Otto Environmental Systems (NC), LLC is pleased to respond to your Request for Bid to provide 95 Gallon Roll Carts to the City of Monroe. The Otto Holding group of companies is the largest manufacturer of plastic waste containers in the world, and it is estimated that there are currently over 66 million Otto containers in use worldwide.

On a more local level, Otto has provided our high quality containers to hundreds of thousands of satisfied households in numerous municipalities across the state of North Carolina.

Otto Environmental Systems (NC), LLC looks forward to working and growing with the City of Monroe for many years to come. In order for this to take place, Otto Environmental Systems realizes that we need to earn your business every day. Through our exceptional customer service and superior products we are in position to and will strive to exceed your expectations regularly.

Thank you for your interest in Otto, our products and services, and the support that you have shown.

Sincerely,

Franklin Shelton
Area Manager

SennDunn

INSURANCE

we'll handle it®

May 1, 2012

City of Monroe
300 W. Crowell St.
Monroe, NC 28112

RE: Otto Industries North America 5/04/12 Bid

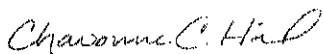
Gentlemen:

We are writing to you at the request of Otto Industries North America. This principal has or is about to submit a proposal for Initial Purchase of Minimum of 95 Gallon Roll Carts for Solid Waste and Recycling.

If a contract for this work is awarded to Otto Industries North America, the Travelers Casualty and Surety Company of America, a surety licensed to conduct business in Connecticut, has agreed to act as surety on the bond as specified in the bid proposal. However, please be advised that all warranty provisions of this contract are specifically excluded with respect to any bonds provided through Travelers Casualty and Surety Company of America.

Please let us know if you need anything further in this regard.

Sincerely,



Chavonne C. Hill
Attorney-In-Fact

CC: Donna Christian, Travelers Casualty and Surety Company of America

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS,

That we, **Otto Industries North America, 12700 General Drive, Charlotte, NC 28273**

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Monroe, North Carolina, 300 W. Crowell St., Monroe, NC 28112

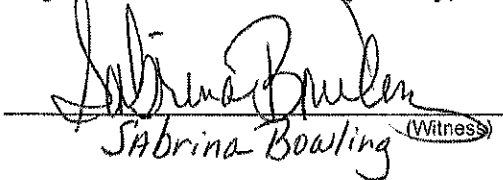
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Principal's Bid 5%**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

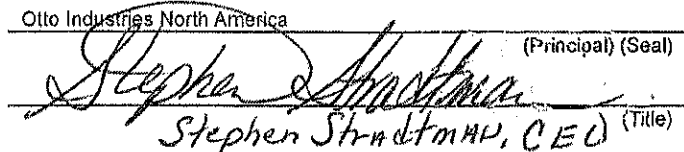
WHEREAS, the Principal has submitted a bid for
Initial Purchase of Minimum of 95 Gallon Roll Carts For Solid Waste and Recycling

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

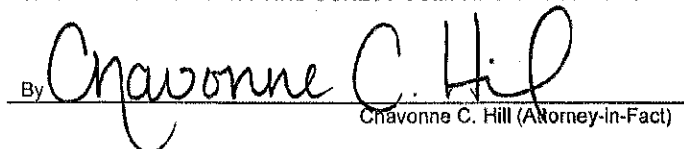
Signed and sealed this 4th day of May, 2012.


Sabrina Bowling (Witness)


Lynne A. Meyer (Witness)

Otto Industries North America

Stephen Stradtman, CEO (Principal) (Seal) (Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 
Chavonne C. Hill (Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224660

Certificate No. 004721421

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy B. Templeton, Gray McCaskill, Glyda E. Meredith, Patsy B. Lewis, Kelly Whitener, Chavonne C. Hill,
 J. Karl Sherrill, Jr., John R. Haldeman, Jr., Larry B. Roland, and Pressley A. Ridgill, Jr.

of the City of Greensboro, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st
 day of February, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 1st day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

1. On page 6, revise the Performance Bond section to state the following:
 - a. The awarded contractor will be required to furnish a performance bond as a security for the City in the amount not less than one hundred (100) percent of the total base bid price. The performance bond that is required by the City during the fulfillment of this contract will be released upon agreement by the City that the containers have been delivered in full, and the assembly and distribution has been completed to the satisfaction of the City.
2. On page 8, revise the Sample Carts section to add the following:
 - a. A sample cart is not required if one has already been provided to the City.
3. On page 14, number 19 revise to state the following:
 - a. The wheels shall be either 12" or 10" for injection molded carts and 10" for rotational molded carts, rated to support 200 lbs. per wheel minimum.
4. On page 15, number 28 revise to state the following:
 - a. "PROPERTY OWNER OF THE CITY OF MONROE" and/or logo will be hot stamped on the right and left sides of the body of the container. Hot stamps will be located on the lids of the carts displaying either Garbage or Recycling Only. Sequential serial numbers shall be hot stamped on the cart body using a numbering system of the City's choosing. All hot-stamping will be done in 2" high white block letters with black backgrounds, easily visible for a distance.
5. If a lease to own option is available please provide to bid proposal with pricing.

**City of Monroe
North Carolina**

**REQUEST FOR BIDS
FORMAL BID NO.**

**INITIAL PURCHASE OF MINIMUM OF 95 GALLON ROLL CARTS
FOR SOLID WASTE AND RECYCLING**

**FOR THE CITY OF MONROE
PLANNING DEPARTMENT**



BID OPENING DATE: Friday, May 4, 2012

**City Hall Council Chambers
300 W. Crowell Street, Monroe, NC 28112**

10:00 A.M.

FORMAL BID REQUEST NO.

DATE: APRIL 4, 2012

**CITY OF MONROE, NORTH CAROLINA
PURCHASING DIVISION
REQUEST FOR FORMAL BIDS**

**PURCHASE OF MINIMUM OF 95 GALLON ROLL OUT CARTS
FOR SOLID WASTE AND RECYCLING FOR
THE CITY OF MONROE PLANNING DEPARTMENT**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work.

TERMS:	Net 90 days	CITY OF MONROE, NC
SUBMITTAL:	As Specified Herein	Karen Penegar, Purchasing Manager

NOTICE TO BIDDERS:

The City of Monroe is accepting sealed bids from qualified firms for the initial purchase of approximately 20,000 of ninety-five (95) gallon universal container roll carts for Monroe's solid waste and recycling collection system. The carts will be fitted with UHF Radio Frequency ID tags (RFID tags).

Sealed bids will be received electronically by the City of Monroe Purchasing Division until 10:00 a.m. on Friday, the 4th day of May, 2012, at which time will be publicly opened and read.

The City will be using ENI E-Procurement System, our web-based procurement center to send and receive electronic bids. Bidders can become a supplier and receive specifications and requirements by registering through our website at www.monroenc.org -- selecting services and clicking on purchasing and surplus equipment link and "current" bids.

All bids shall be valid for a period of ninety (90) days pending City Council approval and awarding of contract (s).

Payment by City due thirty (30) days after delivery in Monroe and inspection unless otherwise specifically provided.


Scope of Work: It is the purpose of these specifications to provide a framework for accomplishing the tasks that result in the initial purchase of 20,000 ninety-five (95) gallon minimum roll carts and the delivery and assembly of those carts. The carts will be fitted with UHF Radio Frequency ID tags (RFID tags).

Addenda and Interpretations: Any and all questions regarding this document must be addressed to Karen Penegar the City of Monroe Purchasing Division at 704-282-4634 or kpenegar@monroenc.org. Technical inquiries may be directed to the individual named herein. Any and all revisions to this document shall be made only by written addendum from the City of Monroe Purchasing Division. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions or specifications stated in this request for bids. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect. **ALL QUESTIONS SHALL BE SUBMITTED NO LATER THAN APRIL 20th 2012.**

Technical Inquiries: Questions regarding specifications to be directed to Mike Hampton, Solid Waste Contractor at 803-370-4603 or mhampton@comporium.net.

Execution:

In compliance with this Invitation for Bids, and subject to all conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S.143-54). Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Otto Environmental Systems (NC), LLC		FEDERAL ID NO. 76-0721498	
STREET ADDRESS: 12700 General Drive		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Charlotte, NC 28273		TELEPHONE NUMBER: 704-588-9191	TOLL FREE TEL. NO 800-795-6886
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Stephen Stradtman, CEO		FAX NUMBER: 704-588-6899	
AUTHORIZED SIGNATURE: 	DATE: May 3, 2012	E-MAIL: sbowling@otto-usa.com	

Tabulations and Review of Public Information: All formal bids received become public information at the time of the bid opening and tabulations will be available after that time. Formal bids will be made available for public review after the City completes their review of the

items presented. Requests to view bids can be made to the Purchasing Manager. Copies of bids may be made at that time at a cost required by the City of Monroe. _____

Transportation Charges: All bid prices are to be FOB Destination and no additional fees will be charged to or paid by the City of Monroe.

Delivery: The City reserves the right to consider delivery times offered as a factor in the award of contract.

Make and Model: Manufacture's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

Minor Deviations/Exceptions to Specifications: Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and submitted with the bid.

Exceptions to Specifications or Alternate Bids:

In all cases materials must be furnished as requested, and where brand names are used, consider the term "or equal" to follow. However, written approval for any proposed substitution or change in specifications must be obtained by the Supplier prior to the close of bids. Requests for approved equals, clarifications or changes in specifications, and/or protests of specifications must be received by the City of Monroe Purchasing Manager by Friday, April 20th.

It is up to the sole discretion of the City of Monroe to allow or reject any alternatives or appeals to modify the specifications. Approved alternatives will be published to prospective Suppliers at least five (5) days prior to bid opening.

Changes to specifications will be made by written addendum. Prospective Suppliers may make appointments to discuss these specifications. This, however, does not relieve prospective Suppliers from the requirement for a written request for clarification or change to the specifications. Supplier's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the Suppliers' intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part. The City of Monroe reserves the right to postpone the bid opening for its own convenience.

Tax Exemptions: The City of Monroe is exempt from Federal Excise Tax but Not State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

Performance: In case of default of the contractor, the City may procure the articles and services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Expenses Incurred in Preparing Bid: The City of Monroe accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Reservation of Right to Amend Request for Bid: The City reserves the right to amend the Request for Bid at any time during the process, if it believes that doing so is in the best interest of the City.

Award Criteria: As provided by Statute, award will be based on the lowest and best bid (s) most advantageous to the City of Monroe as determined by consideration of:

1. Price
2. Pre-Qualification Requirements
 - a. Quality of products offered
 - b. General reputation and performance capabilities of bidder
 - c. Conformity with intent of specifications herein
 - d. Conformity of the terms and conditions of this Invitation for Bids

Award of Contract:

The City of Monroe reserves the right to reject all bids received and cancel the solicitation in the best overall interest of the City. The City reserves the right to award in whole or part and to waive any formalities as may be permitted by law. **Award will be made based on the most responsive/responsible offer.** The City reserves the right to offer this bid and supporting documentation to other entities that may have an interest.

The City will notify all bidders of the award and return bid sureties to all but the apparent low responsive/responsible bidder three (3) days after the bid award.

After notice of Award from the City, the successful bidder will have thirty (30) days to enter into a Contract with the City or forfeit as liquidated damages the bid security deposit.

SUBMITTAL INFORMATION:

Preparation of Bid: Each bid must be submitted in duplicate on the prescribed form and all blank spaces for prices must be filled in, in ink or typewritten. Unsigned or uncompleted bids will not be accepted. The bid proposals must be sealed and received electronically by the City of Monroe Purchasing Division by 10:00 a.m. on Friday, the 4th day of May, 2012.

Submittals: Bidders to submit one (1) original bid package, one (1) complete copy and one (1) digital copy.

Workman's Compensation Insurance: The contractor shall take out and maintain during the life of the contract adequate workman's compensation insurance in accordance with the laws of the State of North Carolina for all its employees. A written certification verifying that workman's compensation insurance has been obtained and will be maintained throughout the life of the contract shall be submitted.

Liability Insurance: The successful bidder shall provide and maintain during the life of the contract liability insurance to include the following amounts:

General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Excess Liability	\$5,000,000
Workers' Compensation	(To statutory limits)
Environmental Liability	\$1,000,000

A successful bidder should also provide base insurance to protect themselves, its agents and its employees from claims for damage for personal injury including wrongful and accidental death, property damage which may arise from operations under the contract. The policy or policies shall name the City as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first notifying the city in writing sixty (60) days prior. A Certificate of Insurance shall accompany each bid attesting to the ability of the proposer to obtain the prescribed insurance.

Bid Bond: Each bidder must submit a bid security in the form acceptable to the City in the amount of not less than five (5) percent of the total base bid price.

Performance Bond: The awarded contractor will be required to furnish a performance bond as security to the City in the amount not less than one hundred (100) percent of the total base bid price.

Transition Plan: Bidders must submit a detailed outline/timeline of their transition plan leading up to the start date of October 1, 2012.

Written Certifications:

1. Bidders must Certify/Warrant the min. 95 gallon roll out carts will accommodate a load of 330 pounds with no performance problems. A written certification to be provided with the bid.
2. Bidder to provide written certification and supporting documentation of test procedures performed by a recognized independent testing authority of the carts, handles, wheels and axles will withstand forces experienced during a normal 10-year useful life as per ANSI Standard Z245.30-2008.

Distribution Plan: All bids must include a proposed delivery, assembly, and distribution plan stating delivery quantities, assembly and distribution schedules, and required personnel to implement a successful plan.

Pre-Qualifications: Bids will only be accepted from manufacturers, authorized distributors, dealers or contractors who are actively engaged in the sale, manufacturer or provision of the item(s) called for in the bids. No bids shall be accepted from, or contract awarded to any person, firm or corporation that is in arrears or in default to the City upon any debt or contract; or that is a defaulter, as surety or otherwise, upon any obligation to the City; or that has failed to perform faithfully any previous contract with the City. Each bidder will submit supporting documentation regarding their qualifications in order to determine whether the corporation is qualified to undertake the work of the CONTRACT with the Bid. The required supporting documentation is listed below:

1. Satisfactory evidence that the bidder has operated a refuse cart manufacturing operation in the Southeastern United States for a minimum of five (5) years.
2. All bidders must have an office that is located within the Southeastern United States.
3. Evidence that the bidder is licensed or permitted to do business within the State of North Carolina and the City of Monroe, or a sworn statement that it will take all necessary actions to become so licensed or permitted by the start of service date if its Bid is accepted.
4. All bidders shall present three (3) references to include contact names and telephone numbers from municipalities they currently service who own and operate the cart being bid.
5. All bidders shall present a list of all municipal accounts lost within the last three (3) years.
6. Each bidder must submit certified audited financial statements for the past three (3) fiscal years, a current annual financial report, and any information on issues which could impact the financial ability of the firm to meet its responsibilities over the term of the Contract Agreement.
7. The names and resumes of the principal officers, partners, and/or officials of the bidder's organization. This shall include the name and resume of the individual who will be considered in responsible charge of the CONTRACT.

GENERAL CONDITIONS:

Instructions: The specifications herein describe the minimum acceptable features and performance requirements for universal rollout waste containers the City will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

Bidder's certification of its bid documents signifies bidder meets or exceeds all specifications.

All containers furnished shall be new and unused. These containers shall conform with the best practices known to the trade in design, quality of material, and workmanship. All containers and component parts shall be interchangeable throughout the entire quantity of containers as specified in this bid.

Quantities and Terms: This bid is based on an initial purchase of 10,000 universal roll-out carts to be used for garbage and 10,000 for recycling collection. These quantities represent an estimated annual usage. Delivery shall be interspersed with loads delivered during the next two years based on the needs and wishes of the City of Monroe. The City reserves the right, with the manufacture's concurrence, to renew the contract after three (3) years on an annual basis for up to two (2) additional one-year extensions. The City will order in multiples of full truckload quantities for shipping purposes.

Pricing: The price per container shall be firm for ninety (90) days after bid award. Prices include delivery and assembly of carts. Prices shall not include sales tax.

Pricing Escalation/Price Reduction: As a result of the volatility in the petroleum/resin market, the City and manufacturer will evaluate the price of resin at the time of future orders. After the initial ninety (90) day period following the award of the bid, adjusts to the unit price of carts, if any, will be made on a quarterly basis.

The basis for a "base resin price" will utilize the resin commodity pricing in PlasticNews.com (<http://www.plasticsnews.com/subscription/resin/prices1.html>), under Commodity Thermoplastics, Resin/Grade: HDPE/Injection General Purpose (GP), Category I (Annual Volumes Greater than 20 Million Pounds), average of the range of published prices at the time of bid. Future quarterly resin prices will be based on the same information.

At the beginning of each quarter (January, April, July, October), the manufacturer shall submit in writing to the City the current resin price based on the Plastics News data and include a 12-month history of resin prices in order to establish the quarterly unit price for carts. Adjustments to the unit price will include the change in the price of resin per pound, weight of resin plastic in carts, and the percent of virgin resin in each cart (see formula below). Any price increase or decrease must be reviewed by the City's Purchasing Agent and approved. Once the unit price has been approved for that quarter, the unit price shall remain the same for the entire quarter.

If the price of resin has changed less than $\pm 5.00\%$ from the base price of resin at bid, no adjustment in unit price of the carts will be made for that quarter. If the price of resin had changed more than $\pm 5.00\%$ from the base price of resin at bid, the unit price of the carts will be adjusted as follows:

**(New Resin Price – Base Resin Price at Bid) X (Weight of Resin in Cart) X (% Virgin Resin)
= Unit Price adjustment**

Examples of Price Adjustments:

Base Resin Price at Bid: \$0.98/lb; New Resin Price: \$1.04/lb (+6.1%); LBS of Resin in Cart: 35 lbs; % Virgin Resin: 95%

$(\$1.04/\text{lb} - \$0.98/\text{lb}) \times (35 \text{ lbs}) \times (95\%) = \$2.00 \text{ additional per Cart}$

Base Resin Price at Bid: \$0.98/lb; New Resin Price: \$0.90/lb (-8.2%); LBS of Resin in Cart: 35 lbs; % Virgin Resin: 95%

$(\$0.90/\text{lb} - \$0.98/\text{lb}) \times (35 \text{ lbs}) \times (95\%) = \$2.66 \text{ less per Cart}$

Base Resin Price at Bid: \$0.98/lb; New Resin Price: \$0.95/lb (-3.1%); ***Less than 5% change – No Change in Cart Price***

Bid Response: The bid response shall include complete warranty/product support information (10-Year warranty on all carts), including printed manufacturing specifications, published literature, and photos or illustrations of units that the bidder proposes to furnish.

Sample Carts: Each bidder shall make available to the City before the bid (a minimum of one week prior to bid), a container for verification of quality, field assembly time, testing, and adherence to specifications listed herein. All sample carts must be furnished at no charge to the City and if not destroyed during evaluation, sample carts will be made available for the Supplier/vendor to recover.

All sample carts **MUST** be clearly marked with the Suppliers/vendor's name and delivered to the below location with a **sample of cart colors**, complete specifications and descriptive literature.

Supplier's requesting exceptions to specifications must furnish a sample cart for evaluation within the time period noted above for written exceptions to specifications or alternate bids.

Samples are to be sent to:

City of Monroe
Planning and Development Department
Attn: Lisa Stiwinter
300 W. Crowell Street
Monroe, NC 28112

SCHEDULE AND PROCESS:

DATE	EVENT
March 20, 2012	Receive input from the Environment and Water Resource Committee for Request for Bids
April 3, 2012	Present draft Request for Bids to City Council for recommendation
April 4, 2012	Release Request for Bids
April 20, 2012	All questions, exceptions and alternatives due
May 4, 2012	Bids due at 10:00 a.m.
May 4, 2012 to June 1, 2012	Evaluation of Bids
June 19, 2012	Recommendation to Environment and Water Resource Committee
June 19, 2012	Contract Award by City Council
September 2012	Deliver Carts to Residents
October 1, 2012	Maintenance Program begins

BID SPECIFICATIONS: 95 GALLON ROLL-OUT CARTS:

It is the purpose of this document to solicit bids for the City of Monroe (herein referred to as the City) for the initial purchase of 20,000 wheeled refuse containers which can be dumped by both semi-automated and fully-automated truck systems.

Sealed bids will be received by the City in the City Hall Council Chambers located at 300 W. Crowell Street in Monroe, NC 28112. Bids will be opened and read publicly at 10:00 a.m. on May 4, 2012.

All bids must be submitted on the form provided. The bid must also include the specifications, as written by the City, with a check mark in either the "Yes" or "No" space following each section. By checking the "Yes" space, the bidder states that the product being bid conforms exactly to that specification as written. By checking any of the "No" spaces, the bidder states that the product

being bid does not conform exactly to that specification as written and that the bidder is offering an alternative to that specification.

When any of the "No" spaces are checked, it must be accompanied by a detailed explanation of the exception. This must be typewritten on a separate sheet in a numbered, orderly, fashion (with reference to the corresponding numbered specifications) so that it can be easily interpreted by the City.

The City reserves the right to request, at no charge to the City, a sample of the container bid, from any or all bidders. This sample will be kept by the City and will be used in tests conducted by the City or its designated testing agent.

Failure to comply with any of the instructions will be cause for the City to reject that bid.

GENERAL

1. The wheeled refuse container shall be designed to contain solid waste & recycling materials including garbage, refuse, and rubbish.

Yes X

No

2. The container shall be provided with adequate wheels and handle so that it can be pushed or pulled with little effort.

Yes X

No

3. The rollout containers must be compatible with both, standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

ANSI Conformance: Container bid herein must meet the requirements of ANSI Z245.30 1999 and ANSI 245.60 1999 standards for "Type B/G" containers. Bidder must supply independent certified copies of all test results with bid.

Yes X

No

4. It will be the responsibility of the bidder to acquaint themselves with the dumping systems used by the City.

Yes X

No

5. The container shall be equipped with attachment points which make it compatible on standard American semi-automated bar-locking lifters and automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower bar must be designed to withstand over ten years of lifter attachment, and must be 1" diameter min. 16 gauge galvanized steel. It must freely rotate a full 360 degrees on its own axis. Containers with plastic lower bars are not acceptable.

Yes X

No

6. The container shall be free of foreign substances, shrink holes, cracks, webs, superficial or structural defects and substantial recesses that will impair the emptying of the container. The container shall also contain wear strips on the bottom to protect against dragging wear. Screw-on, bolt-on, or pop-on wear guards are not acceptable.

Yes X

No

MANUFACTURING PROCESS AND MATERIALS: The rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The body and lid may be manufactured by injection or rotational molding process provided that the plastic resin material and the finished container meet the minimum specifications herein.

Yes X

No

7. Plastic Materials: All plastic materials must be 100% recyclable. Plastic resin must be first quality medium to high-density polyethylene supplied by a national petrochemical producer. The polyethylene resin in each 95-gallon cart shall be a **minimum of 95% virgin material** and a **maximum of 5% post consumer recycled polyethylene for garbage carts only and up to a maximum of 30% post consumer recycled polyethylene for recycling carts**. Bidders must submit original technical data sheet(s) from the resin producer, which verifies that the resin to be used in the container body and lid will meet the following minimum resin property levels:

RESIN PROPERTY	TEST METHOD	UNITS	ACCEPTABLE VALUE RANGE (Rotational)	ACCEPTABLE VALUE RANGE (Injection)
Density	ASTM D-4883 or D-1505	kg/m3 g/cm3	0.937-0.948 0.937-0.948	0.937-0.948
Elongation	ASTM D-638	%	> 1,000	>70
Melt Index	ASTM D-1238	g/10min.	3.0-3.5	5-6
Flexural Modulus	ASTM D-790	psi	>100,000	>100,000
Environmental Stress	ASTM D-1693 (A)	hrs hrs	>800 >1,000	>18
Crack Resistance	or D-1693 (b)			

Resin Additives: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molten state using a hot-melt compounding process.

Bidder must submit a statement that all of the plastic resin and additives will be hot-melt blended. Color pigment must be compounded at a concentration of 1.5% minimum to 2.0% maximum by weight. Ultraviolet inhibitors must be compounded at a minimum concentration of 0.5% by weight or at a certified concentration by weight to meet all plastic material requirements.

Yes ☒ _____

No _____

CONTAINER

8. The actual volume (capacity) of the container is 95 U.S. gallons, excluding domed lid. The container shall be designed to accommodate a load of at least three hundred and thirty (330) pounds, excluding the weight of the container. This load rating shall be published in the bidder's current product brochure. Must conform with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. **Bidder must submit its normal printed color sales brochures which show the exact product item bid and a corresponding load rating of at least 330 pounds. Bidder is to mark the location of the load rating on the brochure with a bold red arrow drawn so as to aim directly at the rating.**

MSD-95M MSD-95E

STATE LOAD RATING.....

340	340
-----	-----

 LBS.

Weight: (Garbage and Recycling) The total weight of the finished, fully assembled cart must be no less than 34 lbs. and no more than 44 lbs.

MSD-95M MSD-95E

STATE FULLY ASSEMBLED WEIGHT.....

39.7	36.66
------	-------

 LBS.

Capacity: The total capacity of the container body, excluding the lid, must be no less than 95 U.S. gallons. Bidder must include an independent test result, certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

MSD-95M MSD-95E

STATE BODY CAPACITY, EXCLUDING LID.....

93.3	96.8
------	------

 GAL.

9. Minimum wall thickness of the body must not be less than .155 inch. The thickness of the container's bottom section must be no less than .155".

Yes ☒ _____

No _____

11. There shall be a "wear ridge" molded around the perimeter of the container bottom to prevent abrasion wear-through. This "wear-ridge" shall consist of a molded-on deposit of solid resin material (approximately 5/16" (width) and 1/2" (height) which adds thickness to the container's bottom surface. Add-on "pads" which require attention and replacement shall not be deemed acceptable.

Yes ☒ _____

No _____

12. An integrally molded upper "pouch" and rotating steel or plastic bar shall be the only acceptable method of attachment to the refuse vehicle's cart dumper system. Bolted steel frames will not be considered to meet specifications.

Yes X

No

13. The molded upper "pouch" must provide width to afford speedy and convenient cart-lifter interface.

Yes X

No

14. The upper lifting "pouch" must be securely attached to the cart body by a minimum of eight (8) integrally molded gussets. The gussets must incorporate an arched design along their lower edge so as to avoid "notching" from contact with the upper saddle of the cart lifters.

Yes X

No

15. The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must in no way be radiused inward so as to obstruct free flow emptying of the container.

Yes X

No

DIMENSIONS - APPROXIMATE (+/- 5% FULLY ASSEMBLED)

16. Dimensions: The exterior dimensions of the completely assembled container shall be as follows:

MSD-95M MSD-95E

HEIGHT: 41" MIN, 47" MAX
STATE HEIGHT:

DEPTH: 30" MIN, 36" MAX
STATE DEPTH:

WIDTH: 28" MIN, 32" MAX
STATE DEPTH:

WALL THICKNESS: 0.150 INCHES MIN
STATE THICKNESS:

40.75	45.375	IN.
33.90	33.25	IN.
29.40	27.5	IN.
.156	.150	IN.

Nestability: The dimensions and design of the cart shall allow for nesting during shipment. State how your carts will be shipped and how many nest in one stack: All carts are shipped with lids fully assembled. Axles and wheels are shipped within the body of each cart.

Nested Quantity in One Stack – without wheels assembled...

9

8

TOTAL

Minimum Quantity Shipped per Load.....

504

456

TOTAL

Yes ☒ X

No _____

COLOR

17. All plastic parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Containers will have not less than one half of one percent (.5%) pigments by weight. **The container colors chosen include a green for Solid Waste and black for Recycling that should display a discernible difference in shades.** Please provide a sample of cart colors with your proposal in order to determine the specific shades.

Yes ☒ X

No _____

18. The container is stabilized against ultraviolet light attack with not less than three-tenths of one percent (0.3%) UV 531 or equivalent.

Yes ☒ X

No _____

WHEELS AND AXLES

19. Each container shall be equipped with an axle and two wheels. The wheels shall be a minimum 12" in diameter for injection molded carts and 10" for rotational molded carts; rated to support 200 lbs. per wheel minimum. The axle shall be galvanized solid steel, minimum of 3/4" in diameter, also rated to support a total weight of 400 pounds minimum.

Yes ☒ X

No _____

20. For ease of assembly, wheels will be designed for "snap-on" attachment. Wheels shall attach securely to the cart by means of a self-locking hub with internal wheel-retention details that snap into a corresponding groove on the axle. Wheel assembly using speed nuts ("palnuts") and/or cotter pins will be considered to be too time-consuming, and too easily removed, thus rejected by the City.

Yes ☒ X

No _____

21. There shall be a fulcrum point where the foot may be placed directly on the axle to aid in tipping an overloaded cart.

Yes ☒ X

No _____

LID

22. The lid shall be configured to ensure that it will not wrap, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in a closed position. The lid must be attached the container without the use of metal fasteners such as screws, bolts, or caps. Living hinges and lid counter weights are unacceptable. The lid must open from a closed position to a full 270 degrees. Lid latches are unacceptable.

Yes X

No

24. The lid must be domed to facilitate water run-off. There shall be a molded-on barrier on top of the container rim which prevents entry of rain, insects, etc.

Yes X

No

25. Minimum thickness of lid material must be .120 inch.

Yes X

No

26. The lid must incorporate an integrally molded handle so that it may be opened by one hand without coming into contact with the bottom edge of the lid. This handle must extend across the full width of the front of the cart and wrap around both corners to provide maximum convenience for the user. Lids that offer attachable and/or separate handles protruding from the lid are known to be hazardous to the homeowner when opening & closing and will be rejected by the City.

Yes X

No

HANDLE

27. The container must be equipped with a handles, a minimum of 1" in diameter and have grip space for two hands. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart. The handles must not have the ability to rotate on their own axis at any time.

Yes X

No

MARKING

The City shall approve all markings and stamps, as well as their locations and size on the cart prior to manufacture. Each container must be permanently marked with letters/numbers, as follows:

28. "PROPERTY OF THE CITY OF MONROE" and/or logo will be hot stamped on the right and left sides of the body of the container. Hot stamps will also be located on the lids of the carts displaying either Garbage or Recycling Only. Hot Stamps on the front & rear are unacceptable. Sequential serial numbers shall be hot stamped on the cart body using a numbering system of the

City's choosing. Serial numbers will be stamped on the left side of the body for easy viewing from fully automated vehicles. All hot-stamping will be done in 2" high white block letters, easily visible from a distance.

Yes X

No

STABILITY

29. The container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed and certified to withstand winds of up to 40 mph when empty.

Yes X

No

ASSEMBLY & DELIVERY

30. To minimize cost of assembly and distribution, the carts are to be supplied from the factory with handles and lids completely assembled. Upon delivery, only the front lower "stop" bars (if applicable), axles and wheels may require attachment.

Yes X

No

WARRANTY

31. The container lid, wheels, axle, and all necessary hardware must be covered by a ten (10) year manufacturer's warranty. Any component parts which fail in materials or workmanship to perform as originally designed, shall be repaired or replaced at no charge to the City.

During the first ten (10) years after delivery, any component of the container, including lid, hardware and all related parts, that are found to be defective in materials and/or workmanship, shall be replaced at no cost to the City.

Yes X

No

32. Warranty includes but is not limited to one or more factors listed below.

A. Failure of the lid to prevent rain water from entering the container when closed on the container body.

B. Damage to the container body, the lid, or any component parts through opening or closing the lid.

C. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.

D. Failure of any metal components to remain free of excessive red rust and corrosion, to be determined by the City.

E. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Contractor.

F. Failure of any portion of the bottom of the container body to remain impervious to wear-through despite repeated contact with rough and abrasive surfaces.

G. If at any time during the ten-year warranty period any container bottom becomes worn through or fractures due to normal wear and tear, or develops holes so that it leaks when filled with water, such container body shall be replaced in its entirety and without charge under the warranty.

H. Failure of the container body, lid, hardware, or any component parts to maintain their original shape.

I. Failure of the wheels to provide continuous, easy mobility, as originally designed or intended.

J. Failure of any container, container body, lid, wheels, or other component part to conform to the minimum standards specified herein (i.e. failure to use only first quality, high density, virgin resin).

Yes X

No

If bidder responds "No", the bidder must detail any warranty items excepted on a separate sheet.

RADIO FREQUENCY ID TAGS (RFID)

33. Each cart will include RFID tags embedded in the cart. All solid waste and recycling carts will be scanned and associated with the cart serial number and the address where the cart is delivered.

Yes X

No

34. Tags must be Ultra High Frequency

Yes X

No

35. RFID tags must be embedded into the cart. Riveted and adhered tags on the body of the cart will not be accepted.

Yes X

No

36. RFID technology will be comprised of passive RFID tags

Yes X

No

37. RFID embedded tags must feature Kill and Access passwords to provide security and privacy. Tags must support anti-collision technology

Yes X

No

38. RFID embedded tags will support a GEN2 protocol. Configuration will contain a standard 96 bit ePC memory

Yes X

No

39. RFID tags must withstand temperatures ranging from -31F to +122F

Yes X

No

40. RFID tags must provide for simple replacement in the event of premature failing

Yes X

No

41. RFID tags will be secure from tampering and protected from direct UV radiation and the physical elements

Yes X

No

42. RFID tags will have a field life expectancy of 10 years

Yes X

No

43. RFID tags will have a read range of up to 6 feet

Yes X

No

44. RFID tags can be scanned and associated with serial numbers of carts at the manufacturing point

Yes X

No

45. Data of each container's serial number and RFID tag ID will be provided in a format importable to Microsoft Excel

Yes X

No

ADDITIONAL INFORMATION

46. Bidder shall supply, with the bid, complete technical data on the particular container being bid by their company. The information shall include construction specifications. Bidder must provide a detailed user's list of exactly the same make and model which the City may use for references

regarding the quality of products and service records of the manufacturer. The product being bid must have been in regular production and use for a minimum of five years.

Yes X

No

47. Has satisfactory evidence been provided that the bidder has operated a refuse cart manufacturing operation in the Southeastern United States for a minimum of five (5) years?

Yes X

No

48. Does the bidder have an office within the Southeastern United States?

Yes X

No

49. Has a distribution and transition plan been provided?

Yes X

No

50. Will a fuel surcharge for delivery of carts be required? If the fuel price increases more than 10% will a fuel adjustment be required?

Yes

No X

**CITY OF MONROE
PLANNING DEPARTMENT**

**REQUEST FOR BIDS FOR THE INITIAL
PURCHASE MINIMUM 95 GALLON ROLL CARTS
FOR SOLID WASTE AND RECYCLING**

CART PURCHASE MATRIX FORM

Vendor Item #	QTY	Description	Base Unit Price	In-Molded Graphics	RFID Tag	Unit Price	Pounds per Plastic Resin Per Container	Percent of Virgin Resign in carts
		Otto MSD-95M and MSD-95E						
	10,000	Garbage Containers (95 Gal min)	\$46.00	\$1.00	\$.50	\$47.50	MSD-95M 29.56 lbs MSD-95E 29.9 lbs	95%
	10,000	Recycling Containers (95 Gal min)	\$46.00	\$1.00	\$.50	\$47.50	MSD-95M 29.56 lbs MSD-95E 29.9 lbs	95%

FREIGHT PRICE:

Please provide estimated freight per load: \$350.00

Please specify quantity per Truckload: MSD-95M 504 carts - MSD-95E 456 carts

Please provide total estimated freight price: \$.70 per container

Please provide price of carts, including estimated freight price: \$48.20 each

TOTAL BID (\$) *\$964,000.00

***Price includes container, assembly and distribution, in-mold graphics, RFID tag and freight.**

****The City has its choice of Otto's MSD-95M "Millennium" container or Otto's MSD-95E "Edge" container for the same price. Containers are also available with a 12" rubber tire at no additional charge.**

State and list exceptions:

1. Page 11, Item #7. Elongation
2. The resin provided to Otto by Exxon has an Elongation of 48%.
3. _____
4. _____
5. _____

CONTACT INFORMATION:

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